

## **REQUEST FOR PROPOSAL NO. – 203356**

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., FRIDAY, JANUARY 15, 2021.** **One (1) original and one (1) copy of the proposal are required.** Envelopes must be marked **"Request for Proposal 203356"** and show **Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

### **HOUSING & COMMUNITY SERVICES DEPARTMENT**

Community Development Block Grant  
Domestic Violence Shelter, Youth Crime Prevention 2021-2022

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are located online at <http://www.wichita.gov/Government/Departments/Housing/Pages/CommunityInvestments.aspx> and from the City Purchasing Office: <https://selfservice.wichita.gov/MSS/Vendors/default.aspx>

**A PRE-PROPOSAL CONFERENCE Due to the ongoing pandemic conditions this meeting will only be held through Microsoft Teams on Tuesday, January 5, 2021 at 3:00 pm.** Contact [LBradshaw@wichita.gov](mailto:LBradshaw@wichita.gov) by December 31, 2020 to RSVP and receive the link. The purpose of the meeting will be to answer questions from vendors regarding the specifications and proposal procedure.

Sealed proposals shall be submitted electronically and received in the office of the City Purchasing Manager prior to 3:00 o'clock p.m., Friday, January 15, 2021.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316)268-4636.

Dated at Wichita, Kansas, on the 14th day of December, 2020.

Melinda A. Walker  
Purchasing Manager

# ATTENTION

## A PRE-PROPOSAL CONFERENCE

**Due to the ongoing pandemic conditions this meeting will only be** held through **Microsoft Teams** on **Tuesday, January 5, 2021 at 3:00 pm.** Contact [LBradshaw@wichita.gov](mailto:LBradshaw@wichita.gov) by December 31, 2020 to RSVP and receive the link.

**3:00 P. M.**

**ON**

**TUESDAY, JANUARY 5, 2021**

THE PURPOSE OF THE MEETING WILL BE TO REVIEW  
REQUIREMENTS AND SPECIFICATIONS  
CONTAINED IN THIS PROPOSAL PACKAGE AND TO CORRECT  
ANY ERRORS OR TO MAKE ANY NECESSARY CHANGES.

\* \* \* \* \*

**EXHIBIT A**  
**CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.  
  
City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data

furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this Exhibit is incorporated.



# **Community Development Block Grant**

**2021-2022**

**Request for Proposal  
203356**

**COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC SERVICES  
REQUEST FOR PROPOSALS FOR PROGRAM YEAR 2021-22**

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## **SECTION 1: PROPOSAL INFORMATION AND PROJECT REQUIREMENTS**

The City of Wichita has proposed a Five-Year Consolidated Plan designating as a priority the provision of Public Services, to be delivered in partnership with local community agencies and institutions. Priority needs for the 2021-2022 program year were identified by our community and include crime prevention, job training, and youth recreation/enrichment. The City of Wichita is requesting proposals from qualified agencies or governmental entities for the provision of services listed below with estimated funding for the 2021-22 year as follows:

<b><u>Service</u></b>	<b><u>Exhibit</u></b>	<b><u>Funding Amount*</u></b>
Domestic Violence Shelter Services	A	\$250,000
Youth Crime Prevention & Enrichment Activities	B	\$150,000

**\*These amounts are based on estimated allocations. Funding may be increased or decreased based on actual 2021-2022 federal grant award.**

These services are to be implemented using federal Community Development Block Grant (CDBG) funds provided to the City of Wichita by the U.S. Department of Housing and Urban Development (HUD). Such services are to be provided in accordance with all applicable local, state and federal laws, regulations and standards.

**Please note: During the 2019-2023 funding cycle, the City of Wichita will give preference to qualified entities that have not received three consecutive years of CDBG funding. The underwriting guidelines will also change. Requested CDBG funding may not exceed 40% of the total project/program budget.**

<b>A. CDBG AGENCY AND PROGRAM REQUIREMENTS</b>
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### **Agency Requirements**

- Proposer must be a registered not-for-profit 501(c)(3) or (c)(4) corporation or governmental entity.
- Proposer must have a current State of Kansas Certificate of Good Standing.
- All outstanding obligations from previous CDBG allocations must be met prior to execution of the new contract for PY 2021-22.
- Proposer must have no conflict of interest, including direct or indirect financial interest in the program, with regard to any officer or employee of the entities involved, including the City of Wichita.
- Proposer must address the respective service specifications outlined in the Scope of Services (See Page 4).
- Proposer must provide a copy of most recent audit and note when the audit was due and submitted to the Federal Audit Clearinghouse identifying any deficiencies noted in audits conducted by Federal or State regulatory agencies during the last 12 months, if the agency has expended more than \$750,000 in federal funds in the last fiscal year. If the agency has not expended more than \$750,000 in federal funds in the last fiscal year, a copy of financials should be submitted.
- While not required, proposers are reminded that federally-funded programs must seek to provide contracting opportunities to minority- and women-owned businesses/enterprises, Section 3-eligible

clients and Section 3 business concerns. Proposers should contact Community Investments staff for specific instructions if they anticipate subcontracting opportunities associated with this proposal.

### **Project Requirements**

- Project must serve low to moderate income residents of the City of Wichita. (See Exhibit 1)
- Project must comply with the HUD Outcome Performance Measurement System.
- Project contract term is 12 months, July 1, 2021 through June 30, 2022.

<b>B. PROJECT ELIGIBILITY</b>
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In order to meet a designated HUD national objective, this project must benefit low/moderate income individuals/households in the City of Wichita, as detailed below:

- *L/M Limited Clientele:* The project benefits a specific group of people (rather than all the residents in a particular area), at least 51% of whom are L/M income persons. Preference will be given to projects serving greater numbers of L/M income persons. The following groups are presumed to have low/moderate income: abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers.

The purpose of these projects is to provide public services to improve the quality of life for low and moderate income persons by promoting family stability, reducing crime and providing positive enrichment opportunities. (See Exhibit 1 for 2020 low and moderate income limits).

<b>C. SCOPE OF SERVICES</b>
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#### **1. DOMESTIC VIOLENCE SHELTER SERVICES**

**Objective:** To promote self-sufficiency, family stability, safety, and justice for abused women and children.

**General Information:** In 2017 there were 10,058 reported domestic violence incidents in the City of Wichita, according to the Wichita Police Department. Individuals and families who are victims of domestic violence, sexual assault and stalking will need temporary housing assistance. Services can include individual and/or family shelter, as well as supportive services for victims residing in temporary housing/shelter. Supportive services may include crisis intervention, safety planning, court advocacy, case management and similar services to promote family sufficiency.

**Note:** Proposal should detail the shelter services to be administered, and indicate anticipated number of women and children to be served.

**Project Overview and Purpose:** The City of Wichita proposes to allocate \$250,000 in CDBG funds for shelter services, victim advocacy, and outreach programs during the period of July 1, 2021 through June 30, 2022.

#### **2. YOUTH CRIME PREVENTION & ENRICHMENT**

**Objective:** To engage middle-school age youth from at-risk households in activities that will prevent crime and enrich lives using evidence or curriculum based practices.

**General Information:** The Wichita Police Department has identified the following risk factors related to juvenile crime: unemployment, lack of education (drop out), lack of skills, poverty, poor economic conditions, and breakdown of the family structure. According to the Office of Juvenile Justice and

Delinquency Prevention (OJJDP), violent juvenile crime peaks on school days during the hours of 3pm and 7pm. On non-school days data suggests that juvenile crime peaks between the hours of 7pm and 9 pm. The City of Wichita has designated funding to provide middle-school youth in L/M income households with activities that will address all or some of these risk factors and reduce juvenile crime.

Because enrichment programs serve the purpose directly or indirectly, of crime prevention, the following types of enrichment/prevention programs will be considered:

- Gang-prevention programming
- Tutoring/mentoring services
- Health and Wellness activities
- Social skills training
- Parental Involvement

**Project Overview and Purpose:** The City of Wichita proposes to allocate \$150,000 in CDBG funds to provide Youth Crime Prevention and Enrichment activities during the period of July 1, 2021 through June 30, 2022. Preference will be given to evidenced-based programs or programs with curricula based on a best-practice or proven-result model.

<b>D. PROPOSAL PREPARATION</b>
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- A request for proposal is attached. The RFP is also available at the Housing & Community Services Department office or online at <http://www.wichita.gov/Government/Departments/Housing/Pages/CommunityInvestments.aspx> and from the City Purchasing Office: <https://selfservice.wichita.gov/MSS/Vendors/default.aspx>

- Staff will hold a pre-proposal conference via Microsoft Teams on:

**Tuesday, January 5, 2021 at 3:00 PM  
via Microsoft Teams**

If you would like to attend the pre-proposal conference, please contact [lbradshaw@wichita.gov](mailto:lbradshaw@wichita.gov) by December 31, 2020 to RSVP and receive the Microsoft Teams link. At that time, information will be provided about the programs, regulations, development and submission of applications. Proposers are strongly encouraged to attend this pre-proposal conference for clarification of the RFP components and to obtain answers to questions regarding the RFP. Proposers may also call the Community Investments Division at 462-3734 for additional information regarding the proposal and/or the pre-proposal conference.

- **Deadline:**

**Submit proposals no later than 3:00 p.m., Friday, January 15, 2021 to the Purchasing  
Department, 455 N. Main, 12<sup>th</sup> Floor, Wichita, KS 67202  
Submit PDF and Word proposals no later than 3:00 p.m., Friday, January 15, 2021 via email  
to:**

**[Chaislett@wichita.gov](mailto:Chaislett@wichita.gov)  
&  
[WHA@wichita.gov](mailto:WHA@wichita.gov)**

**Proposals received after the deadline will not be considered for funding**

#### E. PROPOSAL SUBMISSION

- **Submission Policy:** Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP. There is no expressed or implied obligation for the City of Wichita to reimburse responding proposers for any expense incurred in preparing proposals in response to this request. The City reserves the right to accept or reject any and all proposals.
- **Submission Requirements: One PDF and one Word electronic copy**, including all required documents/forms must be submitted to the two emails above.
- **Corrections to Deficient Proposals:** Community Investments staff will not consider any unsolicited information that proposers may want to provide after the application submission date. Additional information or corrections which are requested by City staff must be received within 24 hours of request.

#### F. POST AWARD CONDITIONS

The following documents do not have to be submitted with the proposal. However, prior to contract execution, the successful proposer must:

- Complete and require each of its subcontractors to complete a Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- Submit an Equal Employment Opportunity/Affirmative Action Plan to the City for approval.
- Provide a Certification that no funds provided pursuant to the contract will be used for lobbying pursuant to the February 26, 1990 Federal Register, New Restrictions on Lobbying: Interim Rules.
- Execute a Certification of a Drug-Free Workplace in accordance with the provisions of Subpart F of 24 CFR Part 24.
- Provide a Corporate Resolution authorizing the CEO, Chair or Executive Director to enter into a contract with the City of Wichita.

#### G. PROGRAM ENVIRONMENTAL REVIEW CONDITIONS

No HUD funds may be committed to the project until the proposer has secured from the City, environmental approval as provided in HUD regulation 24 CFR Part 58.

#### H. DISCRIMINATION PROHIBITED

No recipient or proposed recipient of any funds, services or other assistance under the provisions of this application or any program related to this application shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this application process on the grounds of race, color, national origin, ancestry, religion, physical handicap, gender or age. (Reference Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352]). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Proposer receiving funds pursuant to this Request for Proposals.

## **SECTION 2: PROPOSAL EVALUATION**

The City Council has designated a Grants Review Committee made up of business, nonprofit and neighborhood representatives to evaluate proposals and make recommendations to the City Manager. The City Manager will consider Grants Review Committee recommendations in preparing a final recommendation for City Council approval. The City Council will make the final determination as to which agencies/programs to fund for PY 2021-22.

During the evaluation process, the City of Wichita reserves the right, where it may serve the City's best interest, to:

- Make an award on the basis of greatest benefit to the City and not necessarily on the lowest cost;
- Accept or reject any or all proposals submitted;
- Accept part or all of a specific proposal;
- Select a single vendor or more than one vendor to provide a specific service;
- Request additional information or clarifications from Proposers;
- Retain all proposals submitted; and
- Retain any ideas in a proposal regardless of whether that proposal is selected.

Higher consideration will be given to proposals that:

- Include and identify collaboration with other agencies to enhance delivery of the proposed programs;
- Demonstrate a proven history of success with services similar to that of the proposed program; or
- Are based on a recognized best-practice model

During the 2019-2023 funding cycle, the City of Wichita will give preference to qualified entities that have not received three consecutive years of CDBG funding. The underwriting guidelines will also change. Requested CDBG funding may not exceed 40% of the total project/program budget.

There will be a three phase evaluation process. First, City staff will determine if the proposals meet the minimum threshold of information and reasonableness. Staff will utilize sections A-D below for this phase. Proposals which meet this threshold will be reviewed for content and quality according to the criteria on this page, and through oral presentations, for the second review phase. Final review and funding decisions will be made by the City Council.

<b>A. MANDATORY ELEMENTS</b>
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The Proposer must:

1. Be incorporated or a governmental entity, and licensed (if applicable) to practice the outlined Scope of Services in Kansas.
2. Have no conflict of interest with regard to any officer or employee of the companies involved, including the City of Wichita.
3. Adhere to the instructions of this Request for Proposal.
4. Identify all subcontractors/consortiums.
5. Have no major external quality control, regulatory or licensing deficiencies and have a record of quality service delivery.
6. Provide evidence of general liability insurance in the minimum amount of \$500,000.
7. Include a current list of the Board of Directors.
8. Provide a copy of most recent audit and note when the audit was due and submitted to the Federal Audit Clearinghouse identifying any deficiencies noted in audits conducted by Federal or State

regulatory agencies during the last 12 months, if the agency has expended more than \$750,000 in federal funds in the last fiscal year. If the agency has not expended more than \$750,000 in federal funds in the last fiscal year, a copy of financials should be submitted.

9. Provide a proposal cover page containing an authorized signature.
10. Submit a full and complete proposal, including Forms A through I, and all required forms and documents.

#### **B. APPROACH**

The Proposal should:

1. Clearly demonstrate how the proposed project will address the factors identified in the scope of services (p. 4) and provide an adequate plan to address all RFP requirements.
2. Demonstrate adequate staffing resources to successfully implement the proposed project.
3. Demonstrate program value, including a program budget that is reasonable and appropriate.
4. Include outcome measures that are clearly defined, can be objectively measured, and are realistically attainable.
5. Demonstrate a program design based on documented community need, research/outcome data, or an identified "best practice" approach.
6. Identify how the proposed project will strengthen families or increase parental involvement with youth.
7. Clearly demonstrate how the project and organization embrace innovation and collaboration.

#### **C. TECHNICAL QUALIFICATIONS**

The proposer has:

1. Experience and expertise, based on past performance, to fulfill all RFP requirements.
2. Professional staff with knowledge, skills and abilities commensurate with the project needs.
3. Experience successfully implementing CDBG (or other Federal and/or State) funded programs.
4. Demonstrated successful experience collaborating with other community agencies.
5. Demonstrated ability to leverage additional resources, including community partnerships (volunteers and/or staff) or other non-City funds

#### **D. COST**

The proposed budget:

1. Includes cost detail, narrative, and justification that is reasonable and appropriate
2. Demonstrates that project administrative costs are reasonable and proportionate to total agency administrative costs.
3. Requested amount from CDBG funding must not exceed 40% of the proposed project budget

#### **E. CONTENT AND QUALITY REVIEW**

The review and selection process includes:

1. Confirmation of timely submission and proposal completion
2. Staff analysis
3. Grants Review Committee Review and ranking
4. Oral Presentations and Question/Answer session (Public comment invited)
5. Funding recommendations

#### **F. FINAL SELECTION**

The City of Wichita will select proposers based on the Grants Review Committee's recommendation to the City Manager and the City Manager's recommendation to the City Council. The City Council will make the final determination as to which agencies are funded.

### **SECTION 3: PROPOSAL FORMAT AND RATING FACTORS**

**Instructions:** Proposers must structure proposals to provide the following information in the order indicated and in the format outlined.

**Format Outline:**

- **Cover sheet**
- **Need/extent of the problem**
  - **Form B**
- **Activity description/program design**
- **Performance and evaluation criteria**
  - **Form C**
- **Organizational capacity**
  - **Form D**
  - **Form E**
- **Collaboration and innovation**
- **Costs and resources**
  - **Form F**
  - **Form G**
  - **Form H**
- **Faith based or non-faith based organization declaration**
  - **Form I**
- **Required forms and documents**
  - **Completed checklist (Form A)**
  - **Required attachments (Form A Items 11-15)**

Proposers should consider the following additional guidance:

- Be specific. Targeted and concisely stated detail will help staff and the Grants Review Committee better evaluate the proposal.
- Do not overestimate projections. If the project is funded and project goals are not accomplished, it is possible that future funding may be denied or reduced.
- Tie responses to the general information, overview and purpose statements included in the Scope of Services section.

## A. COVER SHEET

A separate Proposal Cover Sheet with a complete set of documentation/forms is required for and must be attached to each proposal submitted.

2021-22 COMMUNITY DEVELOPMENT BLOCK GRANT REQUEST FOR FUNDS			
<input type="checkbox"/> Domestic Violence Shelters <input type="checkbox"/> Youth Crime Prevention and Enrichment			
Legal Agency Name:			
Executive Director:			Phone:
Email:	DUNS #:	Federal ID #:	
Agency Address:			
City/State:		Zip +4 Code:     -	
Contact Name (if different):			
Title:		Phone:	
Program/Project Name:			
Project Address (if different):			
City/State:		Zip +4 Code:     -	
Email:		Fax:	
Council District(s) to be served: <input type="checkbox"/> City-Wide <input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 6			
Authorized Signature:			Date:
Typed Name/Title:			

### BRIEF PROJECT DESCRIPTION

Please provide a **one-sentence description** of your proposed project (not your organization):

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### PROPOSED PROJECT ACCOMPLISHMENTS

Please provide a **one-sentence description** of the anticipated accomplishments if funding is awarded:

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What is the total estimated number of persons to be served by this proposed project?	_____
What is the estimated number of low/moderate income persons to be served by the proposed project?	_____
What is the <u>total budget</u> for the proposed project?	_____
What is the amount of CDBG funds requested?	_____
What is the total % of CDBG funds to total project budget? ( <i>note: cannot exceed 40%</i> )	_____
Did your agency spend more than \$750,000 in Federal Awards during its most recent fiscal year?	Yes   No

## **B. NEED/EXTENT OF THE PROBLEM**

This factor requires a description of the specific risk factors which the proposed project will address and should reference the objective, overview, and purpose identified in the RFP Scope of Services (Section 1C). Provide justification for the target population to be served, and detail how the agency/program staff will document that beneficiaries are low/moderate income. Cite any available research or data to document the need. Complete *Form B - Anticipated Program Beneficiaries and Unit Cost*. **Limit 1 page, plus Form B.**

## **C. ACTIVITY DESCRIPTION/PROGRAM DESIGN**

This factor requires a detailed description of the proposed activity, including how the activity will address the items noted in the RFP Scope of Services (Section 1C). Provide a timeframe for implementation of project activities. Specify how the proposed project will identify, recruit, and retain program participants, including the anticipated number of participants from L/M income households. Provide a curriculum summary, if applicable. Reference should be made to any research and/or best practices which support the proposed approach. **Limit 1 page.**

## **D. PERFORMANCE AND EVALUATION CRITERIA**

This factor requires a detailed description of the outcomes that will be attained if the proposed project is funded. Proposal should specifically identify the outputs, outcomes, indicators, and targets. A minimum of three measurable outcomes is required. Proposal should describe the objective data collection process and the evaluation methodology, as illustrated in Exhibit 2. Complete *Form C – Outcome Measurements and Indicators*. **Limit 1 page, plus Form C.**

## **E. ORGANIZATIONAL CAPACITY**

This factor requires an overview of the agency/organization, including history, mission, staff size, and previous experience successfully conducting this type of activity. Specify any staff experience or training requirements pertinent to the proposed project. If proposal involves a partnership with other agencies/organizations, describe the role and responsibilities of each. Complete *Form D – Organizational Information* and *Form E – Designation of Authorized Signatures*. **Limit 1 page, plus Forms D and E.**

## **F. COLLABORATION & INNOVATION**

This factor requires a detailed description of the ways in which your organization collaborates with other nonprofit and community organizations in the Wichita area and embraces innovation. Specify how your organization leverages resources by coordinating services with other community organizations. **Limit 1 page.**

## **G. COSTS AND RESOURCES**

This factor requires a detailed description of the proposed project costs (including budget with narrative and justification) and resources (including additional resources to be leveraged if project is funded). Leveraged resources may include other funding or in-kind contributions such as equipment, staff, or volunteer resources. Complete *Form F – Funding Request Detail*, *Form G – Summary of Revenue and Resources*, and *Form H – Summary of Staff*.

**Note:** The amount of CDBG funds awarded may be less than the amount requested, which will require submission of a revised budget and description of how the proposed activity can be implemented with reduced funding prior to the commitment of funding. Please indicate in this section whether your proposed activity could be undertaken with a reduced commitment of funding and, if so, how that would affect the scope of services proposed.

**Limit 1 page, plus Forms F, G, and H.**

## **H. FAITH BASED OR NON FAITH BASED ORGANIZATION DECLARATION**

This factor requires all applicants to declare if they are or are not faith based. If an organization describes themselves as faith based, then specify how the agency demonstrates compliance with federal regulations. **Form I.**

**PLEASE CONTACT THE COMMUNITY INVESTMENTS DIVISION AT 462-3734 WITH QUESTIONS REGARDING THIS RFP.**

## REQUIRED FORMS AND DOCUMENTS CHECKLIST

**Instructions:** Failure to submit required documents may be grounds for rejection of the proposal. Check “Yes” or “No”, to indicate whether or not documents/forms are attached. If any documents/forms are not attached, provide a written explanation.

Document/Form Title	Yes	No
1. Cover Sheet	<input type="checkbox"/>	<input type="checkbox"/>
2. Form A – Required Forms and Documents Checklist	<input type="checkbox"/>	<input type="checkbox"/>
3. Form B – Anticipated Program Beneficiaries and Unit Costs	<input type="checkbox"/>	<input type="checkbox"/>
4. Form C – Outcome Measurements and Indicators	<input type="checkbox"/>	<input type="checkbox"/>
5. Form D – Organizational Information	<input type="checkbox"/>	<input type="checkbox"/>
6. Form E – Designation of Authorized Signatures for Proposed Program	<input type="checkbox"/>	<input type="checkbox"/>
7. Form F – Funding Request Detail	<input type="checkbox"/>	<input type="checkbox"/>
8. Form G – Summary of Revenue/Resources for Proposed Program	<input type="checkbox"/>	<input type="checkbox"/>
9. Form H – Summary of Program Staff	<input type="checkbox"/>	<input type="checkbox"/>
10. Form I – Faith Based or Non Faith Based Organization Declaration	<input type="checkbox"/>	<input type="checkbox"/>
11. Evidence of \$500,000 General Liability Insurance	<input type="checkbox"/>	<input type="checkbox"/>
12. Articles of Incorporation and Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
13. State of Kansas Federal Tax Exemption Determination	<input type="checkbox"/>	<input type="checkbox"/>
14. State of Kansas Certificate of Good Standing	<input type="checkbox"/>	<input type="checkbox"/>
15. Did your agency spend more than \$750,000 in Federal Awards during its most recent fiscal year? If no, please submit a copy of financial statements. If yes, then please attach the copy of the Audit and Management Letter, and answer the questions below:	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Federal ID/EIN #: _____</li> <li>• Fiscal Year dates: _____</li> <li>• Federal Audit Clearinghouse (FAC) Due Date: _____</li> <li>• Date Audit was submitted to the FAC: _____</li> </ul>		

*Note: information provided above will be verified on the FAC; please ensure the information provided related to the audit above aligns with what is found here:*

<https://facdissem.census.gov/SearchA133.aspx>

I hereby certify that the information provided in this application is true and correct and that no person(s) who exercise or have exercised any functions or responsibilities with respect to this activity, who are in a position to participate in a decision making process or gain inside information with regard to such activity, may obtain any financial interest or benefit from this assisted activity.

\_\_\_\_\_  
Board Chairperson/Chief Executive Officer

\_\_\_\_\_  
Date

**ANTICIPATED PROGRAM BENEFICIARIES AND UNIT COSTS**

INSTRUCTIONS: *Please use this form to identify anticipated participants (beneficiaries) of your proposed program*

PROGRAM NAME: \_\_\_\_\_

☐ Domestic Violence Shelter Services

☐ Youth Crime Prevention & Enrichment

DEMOGRAPHICS		A	B		C	D
		2019-20 Actual	2020-21		Actual*	2021-22 Anticipated
			Projected			
1.	UNDUPLICATED # of participants					
2.	<b>Age Group:</b>					
	a. Infants to Under 5					
	b. 5 to 12					
	c. 13 to 18					
	d. 19 to 59					
	e. 60 to 69					
	f. 70+					
	g. Total					
3.	<b>Gender:</b>					
	a. Male					
	b. Female					
	c. Total					
<b>UNIT COSTS</b>						
4.	<b>Total Budget</b> For proposed project					\$
5.	Unduplicated number of participants	(Same as line 1, above)				
6.	Cost per participant (=Budget/# participants)					\$

**\*Provide data through December 31, 2020**

OUTCOME MEASUREMENTS AND INDICATORS

INSTRUCTIONS: *Identify the specific outputs, outcomes, indicators and annual target(s) in the table below.*

PROGRAM NAME: \_\_\_\_\_

<b>Outputs (What will you do?)</b>	<b>Outcomes (What will be the result?)</b>	<b>Indicators (How will you measure the result?)</b>	<b>Target (What results are anticipated?)</b>
<u>Example: Provide tutoring for 30 students</u>	<u>Improved reading skills</u>	<u>Pre- and post-test</u>	<u>90% of participants will improve reading skills</u>
<u>Example: Provide job skills training for 50 students</u>	<u>Students will obtain/maintain employment</u>	<u>Supervisor Evaluation</u>	<u>80% of participants completing training program will receive satisfactory rating by supervisor</u>

For each outcome identified above (minimum of 3), please answer the following:

	<b>Outcome #1</b>	<b>Outcome #2</b>	<b>Outcome #3</b>	<b>Outcome #4</b>	<b>Outcome #5</b>
Anticipated number of program participants:					
Anticipated number to be evaluated:					
Anticipated number of participants achieving identified outcomes:					
Percentage of participants achieving identified outcome:					

**INSTRUCTIONS:** *List all agency Board members, officers or partners and their home address. Identify members by ethnicity and race. Indicate if any Board member, officer, or staff member has a conflict of interest, including direct or indirect financial interest in the program. If yes, please submit a statement of explanation on a separate sheet.*

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**DESIGNATION OF AUTHORIZED SIGNATURES FOR PROPOSED PROGRAM 2021-22**

**ORGANIZATION:** \_\_\_\_\_

On behalf of the Board of Directors of the above named organization I certify that the following individuals are authorized to submit proposal documents and provide any supplemental information requested on behalf of the organization:

**Authorized Signatures:**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print or Type Name)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print or Type Name)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print or Type Name)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print or Type Name)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print or Type Name)*

\_\_\_\_\_  
**Board Chairperson**

\_\_\_\_\_  
**Date**

**FUNDING REQUEST DETAIL**

PROGRAM NAME: \_\_\_\_\_

AMOUNT OF CDBG FUNDS REQUESTED: \_\_\_\_\_ TOTAL ANTICIPATED PROGRAM BUDGET: \_\_\_\_\_

<b><u>OBJECT LEVEL</u></b>	<b><u>ACCOUNT CLASSIFICATION</u></b>	<b><u>REQUESTED AMOUNT</u></b>
1195	Delegate Agencies - Payroll	_____
1495	Delegate Agencies – Payroll Taxes & Benefits	_____
2195	Delegate Agencies – Utilities	_____
2295	Delegate Agencies – Telephone	_____
2296	Delegate Agencies – Postage & Shipping	_____
2395	Delegate Agencies – Travel	_____
2396	Delegate Agencies – Conferences	_____
2495	Delegate Agencies – Insurance Charges	_____
2595	Delegate Agencies – Professional Fees	_____
2795	Delegate Agencies – Equipment Rent	_____
2895	Delegate Agencies – Building Maintenance	_____
2902	Advertising	_____
2906	Membership Dues	_____
2917	Printing and Photocopying	_____
2995	Delegate Agencies – Rent	_____
2996	Delegate Agencies – Other Contractuals	_____
2997	Delegate Agencies – Administrative Charges	_____
3195	Delegate Agencies – Office Supplies	_____
3595	Delegate Agencies – Materials	_____
3995	Delegate Agencies – Miscellaneous Commodities	_____
<b>GRAND TOTAL</b>		_____

## SUMMARY OF REVENUE/RESOURCES FOR PROPOSED PROGRAM (2021-22)

Agency Name: \_\_\_\_\_ Program Name: \_\_\_\_\_

Total Budget for Proposed Project: \_\_\_\_\_ CDBG Amount Requested: \_\_\_\_\_

Instructions: *On the Table below, itemize all sources of funds to support this proposed project.*

AMOUNT OF FUNDS	SOURCE	TYPE
EXAMPLE: \$10,000	EX: STATE OF KANSAS	EX: KSG GRANT
EXAMPLE: \$15,000	EX: COMMUNITY FOUNDATION	EX: PROJECT GRANT
EXAMPLE: \$13,250	EX: AGENCY FUNDS	EX: PRIVATE DONATIONS
TOTAL AMOUNT: \$		

*On the Table below, identify any additional resources your proposed project will leverage:*

TYPE OF RESOURCE	SOURCE	VALUE
EXAMPLE: 10 VOLUNTEERS/15 HOURS EACH	SCHOOL DISTRICT PARTNERSHIP	APPROX. \$1,500
EXAMPLE: WEEKLY FOOD AND SNACK ITEMS	DONATION FROM CHURCH PARTNER	\$1,360
EXAMPLE: 50 MOVIE PASSES FOR YOUTH	PRIVATE DONATION	\$450.00
		TOTAL VALUE: \$

**PROGRAM NAME:** \_\_\_\_\_

Employee Name, If known	Position Title	A Actual Salary Per Pay Period	B Percent of Time Charged to CDBG, if any	C Number of Pay Periods	D (A x B x C) CDBG Share
			Total CDBG-Funded Salaries \$ _____		

CDBG-funded Salaries – Full Time Employees: \_\_\_\_\_  
 Salaries – Part Time Employees: \_\_\_\_\_  
 Salaries – Per Performance Employees: \_\_\_\_\_  
 Salary Subtotal: \_\_\_\_\_

7.65% FICA: \_\_\_\_\_

Health Insurance: \_\_\_\_\_

Life Insurance: \_\_\_\_\_

Dental Insurance: \_\_\_\_\_

Retirement: \_\_\_\_\_

Kansas Unemployment: \_\_\_\_\_

Worker's Compensation: \_\_\_\_\_

Other – Specify: \_\_\_\_\_

**GRAND TOTAL OF CDBG STAFF COSTS:** \_\_\_\_\_

**If you selected yes, please briefly explain how your organization will demonstrate compliance with 24 CFR 570.200(j), which prohibits inherently religious activities.**

[illegible]

## 2020 FEDERAL ADJUSTED INCOME LIMITS

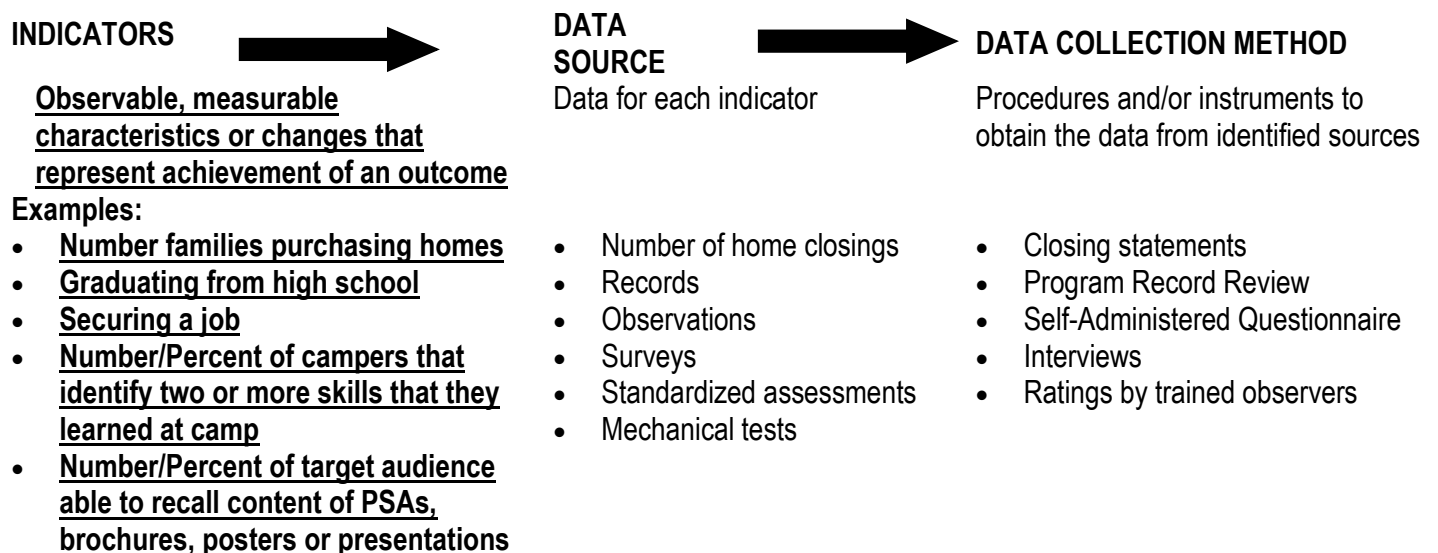
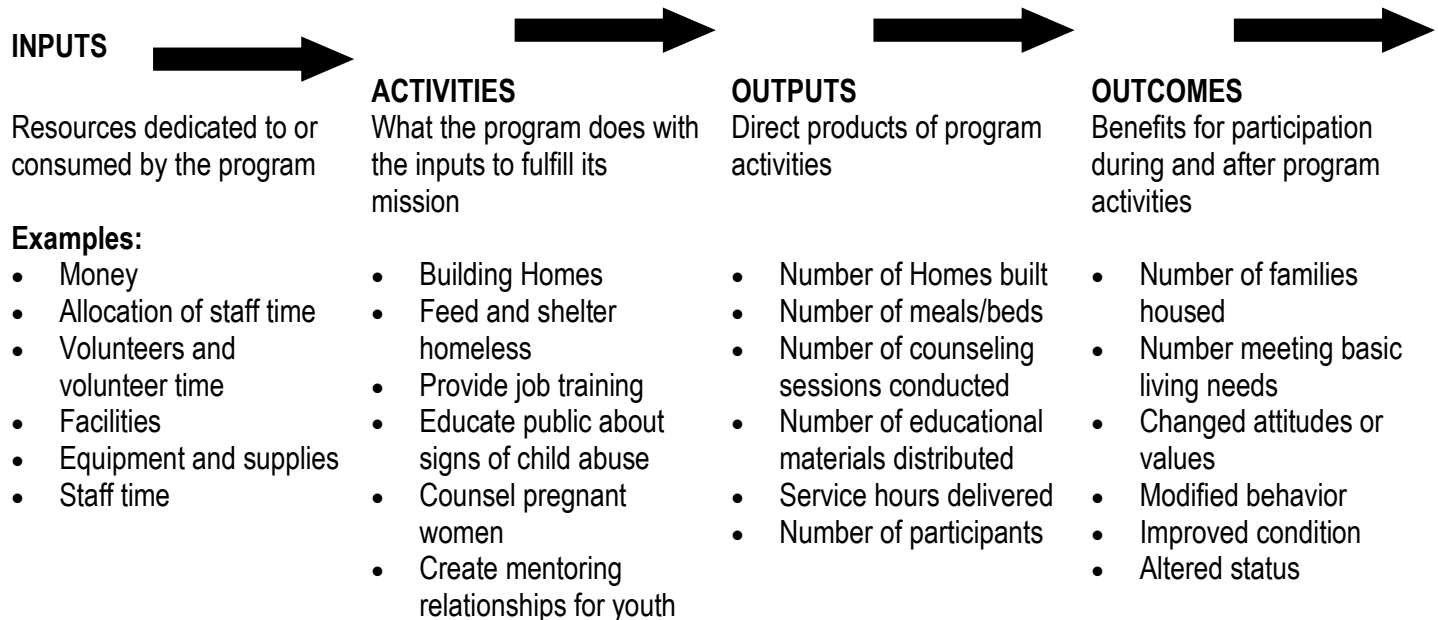
(Based on Area Median Income for Wichita, KS)

Family Size	<b>EL</b> <b>30%</b> <b>Median</b> <b>Income</b>	<b>LOW</b> <b>50%</b> <b>Median</b> <b>Income</b>	<b>MODERATE</b> <b>60%</b> <b>Median</b> <b>Income</b>	<b>MODERATE</b> <b>80%</b> <b>Median</b> <b>Income</b>
Individual	15,300	25,450	30,540	40,700
2 persons	17,450	29,050	34,860	46,500
3 persons	19,650	32,700	39,290	52,300
4 persons	21,800	36,300	43,560	58,100
5 persons	23,550	39,250	47,100	62,750
6 persons	25,300	42,150	50,580	67,400
7 persons	27,050	45,050	54,060	72,050
8 persons	28,800	47,950	57,540	76,700

### Program Eligibility Guidelines:

Public Housing – up to 80%; Section 8 – up to 50%; Community Development Block Grant (CDBG) – up to 80%; HOME Investment Partnerships (HOME) – up to 80%; Emergency Solutions Grant (ESG) – up to 30%

### Summary of Program Outcome Model



Constraints on the program include – laws, regulations, and grantor's requirements

Source: United Way of the Mid Plains

## **Challenges and Protests**

### **Challenges**

A challenge is defined as a written objection by any party interested in responding to either a bid or proposal (collectively referred to as solicitations), when that party wishes to have the City consider an addition, substitution or modification to the specifications stated in the outstanding solicitation.

The written challenge of the solicitation specifications must be filed with the Purchasing Manager located on the 12<sup>th</sup> Floor, Finance Department at City Hall, 455 N Main, Wichita, KS 67202, telephone number (316)268-4636, at least five (5) business days before the solicitation opening due date and time as listed on the solicitation documents. Any challenge to solicitation specifications received after the five (5) business days deadline will not be considered by the City. The Purchasing Manager will acknowledge receipt of the challenge. The written challenge is to include the name, address, email address and telephone number of the interested party, identification of the solicitation number and project title, a detailed statement of the reasons for the challenge, supporting evidence or documentation to substantiate any arguments, and the form of relief requested, e.g. the proposed addition, substitution or modification to the specifications. The Purchasing Manager will investigate the written challenge and any evidence or documentation submitted with the challenge.

In the event of a timely challenge of the solicitation specifications to the Purchasing Manager, the affected pending solicitation shall not proceed further until the challenge is resolved by Purchasing Manager decision. The Purchasing Manager will issue a written decision, which will be posted on the City's Vendor Services website, <https://selfservice.wichita.gov> for viewing by all interested parties. The decision rendered by the Purchasing Manager will be final.

### **Protests**

A protest is defined as a written objection to a proposed award, or the award of a contract, with the intention of receiving a remedial result. In order to be considered valid, a protest must 1) come from an actual bidder or proposer for the contract, 2) who claims to be the rightful award recipient, 3) whose economic interest may be affected substantially and directly by the award of a contract or by the failure to award a contract. Suppliers or subcontractors to a bidder or proposer cannot file a valid protest. A valid protest can only be filed by a bidder or proposer which can show that it would be awarded the contract if the protest were successful. Therefore, all conditions numbered 1 through 3 listed above in this paragraph must be met.

The written protest for bids must be filed with the Contract Compliance Officer located on the 12<sup>th</sup> Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 9:00 a.m. of the Tuesday immediately following the posting of the notice of intent to award on the City's Purchasing Bid Results site <https://www.wichita.gov/Finance/Purchasing/Pages/BidResults.aspx>. Failure of a protestor to file a written protest related to the award of a contract prior to the 9:00 a.m., Tuesday deadline will invalidate that protest and cause it not to be considered.

The written protest for proposals must be filed with the Contract Compliance Officer located on the 12<sup>th</sup> Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of award. Failure of a protestor to file a written protest related to the award of a contract prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

The Contract Compliance Officer will acknowledge receipt of the written protest. The written protest is to include the name, address, email address and telephone number of the protestor, identification of the

solicitation number or contract number and project title, a detailed statement of the reasons for the protest which justify the relief sought, supporting evidence or documentation to substantiate any arguments, and a concise statement of the form of relief requested (e.g. reconsideration of the offer). All the above required information must be included in the protest at its submission. Untimely protests will be returned unopened. Incomplete protests will be rejected without consideration.

In the event of a valid, timely protest, the City shall not proceed with the execution of the contract until all City administrative remedies have been exhausted or waived, or until a determination is made that a contract award is required to protect the interests of the City.

The decision of the Contract Compliance Officer, based on review of the written protest and information available from City sources, will be rendered within ten (10) business days after receipt of protest, will recite the reasons for the decision, and be provided to the protestor by email or written notification.

The protestor may seek reconsideration of the decision of the Contractor Compliance Officer in writing to the Internal Auditor located on the 13<sup>th</sup> Floor, City Manager Office, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business days following the day of issuing an email or written notification of decision. Failure of a protestor to file a written reconsideration request related to the Contract Compliance decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered. The Internal Auditor's decision will be issued by email or written notification within ten (10) business days after receiving the written reconsideration, unless this time for a response is extended in writing and agreeable by both parties.

The Internal Auditor's decision will be final, unless the protestor seeks a hearing before the City Council, by written request filed with the City Clerk, located on the 13<sup>th</sup> Floor, City Hall, 455 N Main, Wichita, KS, prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of the Internal Auditor's decision. Failure of a protestor to file a written reconsideration request related to the Internal Auditor's decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

If there is timely written reconsideration request, the protestor may seek reconsideration of the decision of the Internal Auditor by means of a hearing before the City Council. This hearing shall be in aid of the City Council's legislative authority to approve contracts for goods, services and public improvements on behalf of the City, and does not imply any due process right of the protestor in an unawarded, unexecuted contract. The hearing shall be scheduled as soon as practicable according to the City Council's calendar. The hearing shall be granted only upon such facts and issues as are presented in writing to the City Clerk for submission to City Council at or before noon on the Thursday preceding the scheduled hearing. No documents or other evidence shall be accepted at the hearing. The protesting party shall have available no more than 20 minutes for presentation of argument, followed by no more than 20 minutes of argument presented by City staff. The City Council may deliberate in executive session to seek the assistance of the City Attorney, but shall deliver its decision from the bench during the City Council meeting.

If a written protest is made against any proposed award or the award of a contract that relies in part on federal funding, then the Contract Compliance Officer shall notify the Granting Authority in writing with all information regarding the protest. **A protestor must exhaust all administrative remedies with the City of Wichita before pursuing a protest with the Granting Authority.** Protestors are put on notice that according to federal regulations, certain determinations made at the local level are not subject to appeal to the Granting Authority. If a review is granted by the Granting Authority, it will be limited to:

- (1) the City of Wichita's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violations of Federal law or regulations.

The Contract Compliance Officer will provide notice to the Granting Authority Regional Office or Headquarters Office of any request for reconsideration before the Internal Auditor, and also provide notice of the decision rendered by the Internal Auditor, or any alternative resolution reached.

## LIABILITY INSURANCE SPECIFICATIONS

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability  
Covering premises---operations, xcu hazards, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
2. Comprehensive Automobile Liability  
All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
3. Workers' Compensation to meet Statutory requirements.
4. Employers Liability

\$100,000 Each Accident
\$500,000 Aggregate
\$100,000 Occupational Disease

**The Insurance Certificate must contain the following:**

**The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.**

The Certificate of Insurance must be submitted **within ten (10) days** after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

**END OF SPECIFICATIONS**

(R11-2017)

## **RFP CONDITIONS**

1. Certification 1-The Consultant hereby certifies that:

A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to solicit or secure this Agreement.

B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

2. Certification 2- The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

(a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

3. Certification 3-The Consultant hereby certifies that:

**Conflict of Interest**

The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

## **KANSAS OPEN RECORDS ACT**

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Proposing firms should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the proposing firm reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the proposing firm requests that the City to contact the proposing firm for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however.

## **SUBCONTRACTING/JOINT VENTURES**

Proposing firms are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more firms is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting firms must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

## **EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION**

The City of Wichita encourages all proposing firms to include emerging and disadvantaged business participation in their proposals. Therefore, each proposing firm shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the proposing firm and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

## **GENERAL SPECIFICATIONS**

### **PROPOSAL FORMS**

All proposals **MUST** be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, **must** be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

### **CONFLICT OF INTEREST**

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

### **LICENSE**

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

### **CONTRACT**

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

### **EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT**

**The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.**

### **ARBITRATION PROVISIONS**

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

### **ANTITRUST LITIGATION CLAUSE**

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

### **CONSTRUCTION - PAVING PROJECTS**

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

### **RESTORATION**

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

### **FEDERAL EXCISE TAX**

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

### **ESTIMATED QUANTITIES**

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

### **CITY OF WICHITA CREDIT CARD**

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

### **DELIVERY**

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

### **AWARD**

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.